

04-09-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

102413018

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jack In The Box Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 01/22/2003

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association, as Administrative Agent

Internal

Address: _____

Street Address: 301 S. College Street, 5th FL

City: Charlotte State: NC Zip: 28288-0760

- ☐ Individual(s) citizenship
☒ Association national banking association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76206710

B. Trademark Registration No.(s) 1024777

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard Brown, Esq.

Internal Address: _____

Kennedy Covington Lobdell & Hickman, LLP

Street Address: 214 N. Tryon Street

47th Floor

City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved: _____

48

7. Total fee (37 CFR 3.41).....\$ 1215.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Betty G. Smith

Name of Person Signing

Betty G. Smith
Signature

2/21/2003

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

(4/08/E) 03 TDIAZ1 00000136 76206710

(1 FC:8321
 (2 FC:8322

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 1175.00 OP

TRADEMARK
 REEL: 002708 FRAME: 0297

CONTINUATION OF ITEM 4 FROM
TRADEMARK COVER SHEET

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
CHEAP EATS	78/172094	10/8/2002		
CLASSIC SHAKE COMBO	2,144,010	3/17/1998	3/17/2004	3/17/2008
CLOWNHEAD DESIGN (2D)	2,305,980	1/4/2000	1/4/2006	1/4/2010
CLOWNHEAD DESIGN (Antenna Ball)	2,099,851	9/23/1997	9/23/2003	9/23/2007
CLOWNHEAD DESIGN (Antenna Ball)	2,258,516	7/6/1999	7/6/2005	7/6/2009
CLOWNHEAD DESIGN (Clothing)	2,305,846	1/4/2000	1/4/2006	1/4/2010
CRESCENT BREAKFAST and DESIGN	1,286,221	7/17/1984	Filed	7/17/2004
EXTREME SAUSAGE	2,496,050	10/9/2001	10/9/2007	10/9/2011
FOODMAKER	858,388	10/8/1968	Filed	10/8/2008
JACK	1,139,000	8/26/1980	Filed	8/26/2010
JACK DESIGN (3D with arms folded)	2,305,791	1/4/2000	1/4/2006	1/4/2010
JACK IN THE BOX	722,380	10/3/1961	Filed	10/3/2011
JACK IN THE BOX	841,334	12/26/1967	Filed	12/26/2007
JACK IN THE BOX	848,246	4/30/1968	Filed	4/30/2008
JACK IN THE BOX	1,957,318	2/20/1996	Filed	2/20/2006
JACK IN THE BOX and DESIGN (1-Line Sign)	2,455,064	5/29/2001	5/29/2007	5/29/2011
JACK IN THE BOX and DESIGN (2-Line Sign)	2,477,642	8/14/2001	8/14/2007	8/14/2011
JACK IN THE BOX and DESIGN (Canted)	1,806,576	11/23/1993	Filed	11/23/2003
JACK IN THE BOX and DESIGN (Canted)	1,931,108	10/31/1995	Filed	10/31/2005
JACK IN THE BOX and DESIGN (Clothing)	2,509,110	11/20/2001	11/20/2007	11/20/2011
JACK IN THE BOX and DESIGN (Horizontal)	1,808,188	11/30/1993	Filed	11/30/2003
JACK'S BACK	2,084,354	7/29/1997	7/29/2003	7/29/2007
JACK'S BEST BURGERS EVER	76/367,914	2/7/2002		
JACK'S BIGGEST BURGER	76/336,754	11/13/2001		
JACK'S GEAR	76/169,397	11/21/2000		
JACK'S KID'S MEAL and DESIGN	2,187,253	9/8/1998	9/8/2004	9/8/2008
JACK'S SPICY CHICKEN	2,294,341	11/23/1999	11/23/2005	11/23/2009
JACK'S UNDER A BUCK MENU	76/357,899	1/11/2002		
JACK'S WORLD	2,445,205	4/17/2001	4/17/2007	4/17/2011
JAVA FIX	2,237,728	4/6/1999	4/6/2005	4/6/2009
JAVA FIX CUP/WORD DESIGN	2,348,102	5/9/2000	5/9/2006	5/9/2010
JR. JUMBO JACK	76/280,416	7/3/2001		
JUMBO JACK	1,016,137	7/15/1975	Filed	7/15/2005
MEATY CHEESY BOYS	2,393,710	10/10/2000	10/10/2006	10/10/2010
MY BEST BURGERS EVER	76/367,912	2/7/2002		
OUR BEST BURGERS EVER	76/367,913	2/7/2002		
PEACH PIZZAZZ	78/138,981	6/26/2002		
Q (Stylized Letter)	2,380,347	8/29/2000	8/29/2006	8/29/2010
QUICK STUFF	2,232,976	3/16/1999	3/16/2005	3/16/2009
QUICK STUFF and DESIGN	2,259,414	7/6/1999	7/6/2005	7/6/2009
SIZZLIN' CHICKEN FILLET	75/670,233	3/29/1999		
SOURDOUGH JACK	2,202,037	11/3/1998	11/3/2004	11/3/2008
SPEAKER BOX and DESIGN	2,287,474	10/19/1999	10/19/2005	10/19/2009
SUPER QUENCHER	1,807,780	11/30/1993	Filed	11/30/2003
WE DON'T MAKE IT 'TIL YOU ORDER IT	2,355,424	6/6/2000	6/6/2006	6/6/2010
WE WON'T MAKE IT 'TIL YOU ORDER IT	2,375,334	8/8/2000	8/8/2006	8/8/2010

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**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, JACK IN THE BOX INC., a Delaware corporation (the "Assignor"), having its chief executive office at 9330 Balboa Avenue, San Diego, California 92123, hereby assigns and grants to WACHOVIA BANK, NATIONAL ASSOCIATION, with offices at 301 South College Street, 5th Floor, Charlotte, North Carolina 28288-0760, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types or property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application of the Assignor, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Assignor, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or Schedule B hereto, as applicable, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or Schedule B hereto, as applicable, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT shall have an effective date as of January 22, 2003.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Collateral Agreement, dated as of January 22, 2003 by and among Jack in the Box Inc., certain of its Subsidiaries party thereto, including the Assignor and the Assignee (as amended, restated, modified, or supplemented from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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**TRADEMARK
REEL: 002708 FRAME: 0299**

22nd IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
day of January, 2003.

JACK IN THE BOX INC., as Assignor

By: [Signature]
Name: Harold L. Sachs
Title: Vice President and Treasurer

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me this 21st day of January, 2003
by Harold L. Sachs, as Vice President and Treasurer of JACK IN THE BOX
INC., a Delaware corporation, on behalf of JACK IN THE BOX INC.

[NOTARY SEAL]

[Signature]
Notary Public

My commission expires: April 23, 2003



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WACHOVIA BANK, NATIONAL
ASSOCIATION, as Assignee

By: Richard D. Donato
Name: L. Richard D. Donato
Title: DIRECTOR

Schedule A

PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Country</u>
Building	434,155	11/21/2000	Larry D. Webb	USA
Column	430,313	8/29/2000	Larry D. Webb	USA

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[Assignment of Security Interest in US Patents and Trademarks]

TRADEMARK
REEL: 002708 FRAME: 0302

Schedule B**TRADEMARKS**

<u>Trademarks*</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
BREAKFAST JACK	1,024,777	11/11/1975	Filed	11/11/2005
CARNIVORES and DESIGN	76/206,710	2/6/2001		
CHEAP EATS	78/172094	10/8/2002		
CLASSIC SHAKE COMBO	2,144,010	3/17/1998	3/17/2004	3/17/2008
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TRADEMARK
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SIZZLIN' CHICKEN FILLET	75/670,233	3/29/1999		
SOURDOUGH JACK	2,202,037	11/3/1998	11/3/2004	11/3/2008
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WE WON'T MAKE IT 'TIL YOU ORDER IT	2,375,334	8/8/2000	8/8/2006	8/8/2010

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[Assignment of Security Interest in US Patents and Trademarks]

RECORDED: 04/04/2003

TRADEMARK
REEL: 002708 FRAME: 0304